

Representing Management Exclusively in Workplace Law and Related Litigation

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\*through an affiliation with Jackson Lewis P.C., a Law Corporation

August 19, 2016

**Personal and Confidential**

**Via Hand Delivery**

Jon Rennie  
7201 Cabin Creek Lane  
Raleigh, NC 27614

**Re: Your Post-Employment Obligations**

Dear Mr. Rennie:

This firm has been retained by ABB in connection with what appears to be a significant and continued violation of your obligations contained in the Confidential Separation Agreement and General Release of Claims you signed and entered into with ABB Inc. on September 29, 2014, as well as other conduct in violation of North Carolina law.

It appears that you are engaging in a scheme and plan to solicit ABB business and ABB employees on behalf of Peak Demand based on confidential and proprietary information and trade secrets of ABB Inc. Details of this plan are found in a Peak Demand Business Plan that was found on ABB computers. That Business Plan also identifies you as being directly involved in terminating the business relationship between Nanjing Zhida and ABB Inc. In addition, that Business Plan indicates Peak Demand chose Wilson, North Carolina as the location of its facility in order to facilitate soliciting ABB employees and employees from other nearby firms. A more current Peak Demand Business Plan, also found on ABB computers, indicates Peak Demand's intent to compete with ABB in the Fused Cutouts business.

The above conduct and your ongoing relationship with Peak Demand are not only a violation of your contractual and other obligations to ABB, they are a violation of North Carolina Law. Violations of your contractual, statutory, or common law obligations to ABB may result in a lawsuit against you seeking, among other remedies, Injunctive relief restraining your employment, compensatory damages, disgorgement of any earnings, punitive damages, and reasonable attorney's fees.

**EXHIBIT  
E**

### **Confidential Information**

Your Confidential Separation Agreement and General Release of Claims defined the term "Confidential Information" to include, amongst other things: "trade secrets (as defined by statute and common law); products; selling, manufacturing, and servicing methods; service and business manuals; sales amounts, sales contributions, and planning documents . . . ." You also acknowledged that "the Company has a legitimate interest in protecting that information and it takes reasonable efforts to protect disclosure of its Confidential Information."

In your Agreement, you agree "You will keep in strict confidence and will not, directly or indirectly, at any time, disclose to any Person, use for Your own benefit, or otherwise appropriate, copy, remove, transfer, utilize, or reproduce any Confidential Information, without limitation as to when or how You may have acquired such information."

### **Return of Property**

Your Agreement expressly provides that, "You will immediately deliver to the Company all Confidential Information that is in Your possession or control, as well as any Company property in Your possession. You shall also immediately deliver to the Company any records, data, memoranda, software, manuals, notes, and other materials of any nature that are in Your possession or control that relate to the Company or its customers. You will not retain any copies, reproductions, or medium of any type of correspondence, memoranda, reports, notebooks, drawings, photographs or other documents relating to the aforementioned Confidential Information."

### **Other Obligations**

In addition to claims for breach of your Confidential Information and Secrecy Agreement, ABB may have claims against you for violations of state and federal trade secret laws as well as the North Carolina Unfair and Deceptive Trade Practices Act ("UDTPA"). The trade secret laws prohibit you from taking and using any trade secrets from ABB. THE UDTPA prohibits unfair or deceptive acts or practices in connection with your work with Peak Demand. Each of these statutes provide for injunctive relief, and for recovery of compensatory damages, exemplary damages, attorneys' fees, costs, and other appropriate relief. Applicable law also prohibits you from pursuing ABB's customers or otherwise interfering with ABB's business. If you engage in any such activities, your conduct also may constitute tortious interference with ABB's contracts or business relationships with its customers. Proof of tortious interference may result in an award of monetary damages, punitive damages, and costs.

**Cease and Desist**

We are placing you on notice of these concerns, and making formal demand that:

- To the extent you have retained any Confidential Information of ABB, whether on the travel disk drive or otherwise, that you immediately cease and desist from utilizing such information and make every effort to segregate such information for preservation and return to ABB;
- To the extent you are using or have disclosed any confidential or proprietary information or trade secrets, including any "Confidential Information," in violation of your Agreement, or violated any of your statutory or common law obligations, you are instructed immediately to cease and desist from any such conduct. You are further instructed to report to ABB any such conduct and to account for any such violations; and
- Immediately cease and desist from recruiting and / or soliciting ABB employees to obtain ABB Confidential Information and / or violate their obligations to ABB.

In addition, we are providing a formal request that you preserve any and all information which is potentially relevant to all of the above issues as well as a reminder to you of your legal obligation to retain and preserve any and all information which is potentially relevant to these issues.

It is very important that no potentially discoverable or relevant Electronically Stored Information ("ESI") be deleted or modified. We are sure that you are aware that the failure to preserve discoverable materials, including ESI, may result in the imposition of extreme penalties or sanctions against you in the event suit is ultimately filed.

This matter concerns important rights and obligations, and carries with it significant legal consequences and liabilities. Accordingly, if you have not already done so, you should immediately engage legal counsel to represent you with regard to this matter.

If you have any questions about this letter, please contact me or, if you have attained legal counsel, please have your legal counsel contact me.

Sincerely,

JACKSON LEWIS P.C.



M. Robin Davis